

Document #4787

7/17/86

FIRST SUBLEASE AMENDMENT

This instrument, dated as of _____, 1986, is an Amendment to a sublease (the "Sublease") dated as of September 21, 1983, of certain premises containing approximately 3300 square feet of space located on the ground floor and basement level of The Division 16 Building, so-called, located at 955 Boylston Street, Boston, Massachusetts, between The Institute of Contemporary Art (the "SUBLESSOR") and the Pittman-Duggan Corporation (the "SUBLESSEE").

The parties have agreed to amend the definition of the term "Demised Premises" which is defined in the second paragraph of the Sublease and in Exhibit A attached to the Sublease, and to amend Paragraph 6 of the Sublease concerning the SUBLESSEE'S option to extend. Terms not defined herein but defined in the Sublease shall have the meanings given in the Sublease.

It is understood and agreed by the parties hereto that this First Sublease Amendment and the liability of both SUBLESSOR and SUBLESSEE hereunder are expressly conditioned and predicated upon and shall not become effective unless and until SUBLESSOR has obtained from its lessor (the Boston Redevelopment Authority) such written consent and approval of this First Sublease Amendment as is required under Section 17 of the Prime Lease. Upon obtaining the required written consent and approval from its lessor, SUBLESSOR shall give prompt notice of such to SUBLESSEE.

Accordingly, the Sublease is hereby amended as follows:

A. The entire second paragraph on the first page of the Sublease is hereby deleted and the following is inserted in its place:

SUBLESSOR does hereby lease to SUBLESSEE and SUBLESSEE does hereby take and hire from SUBLESSOR, upon the terms and conditions hereinafter set forth, (i) approximately 3300 square feet of space located on the ground floor and basement level of The Division 16 Building, so-called, located at 955 Boylston Street, Boston, Massachusetts, as more particularly shown on Exhibit A attached hereto and incorporated herein by reference, and (ii) the alleyway area in the rear of The Division 16 Building (the "Alleyway Portion"), as more particularly shown on Exhibit A-1 attached hereto and incorporated herein by reference (hereinafter together called the "Demised Premises"). Included in the Demised Premises are all tables, chairs, banquettes and free

standing cabinetry, all as more particularly described on Exhibit B attached to the Sublease and incorporated herein by reference (the "Restaurant Fixtures and Furnishings").

B. The Sublease is hereby amended by adding a new Exhibit A-1 concerning the alleyway portion of the Demised Premises. The new Exhibit A-1 is attached to this First Sublease Amendment.

C. Paragraph 4 of the Sublease is hereby amended by adding a new Subparagraph 4.3 as follows:

4.3 SUBLESSEE covenants and agrees that it will repave the alleyway portion of the Demised Premises, as more particularly shown on Exhibit A-1, in accordance with plans and specifications that have been agreed to in writing by the SUBLESSOR. In order to allow the SUBLESSOR to perform certain repairs to its premises which may necessitate excavation of the alleyway, the alleyway shall not be paved by the SUBLESSEE until receiving written notice to do so from the SUBLESSOR, provided that such notice shall not be given later than September 30, 1986. The paving shall be completed by the SUBLESSEE within sixty days of receiving the notice to pave provided in this subparagraph 4.3, provided, however, that if weather conditions prevent the paving, the paving shall be completed as soon as weather conditions permit. SUBLESSEE covenants and agrees that it will keep and maintain the repaved alleyway in good condition and will be responsible for the prompt removal of snow and ice.

D. Paragraph 4 of the Sublease is hereby amended by adding a new Subparagraph 4.4 as follows:

4.4 SUBLESSEE covenants and agrees that it will keep the doorways to The Institute of Contemporary Art Theater which abut the alleyway portion of the Demised Premises free of all obstructions, including but not limited to vehicles, bicycles and trash receptacles. SUBLESSEE further covenants and agrees that it will place or store trash only in the designated dumpster location as shown on Exhibit A-1 attached to the Sublease.

E. Paragraph 4 of the Sublease is hereby amended by adding a new Subparagraph 4.5 as follows:

4.5 SUBLESSOR hereby reserves a right of access over the alleyway portion of the Demised Premises, as more particularly shown on Exhibit A-1 attached to the Sublease, for the loading and unloading of vehicles and for the free movement of persons across the alleyway.

F. Paragraph 4 of the Sublease is hereby amended by adding a new Subparagraph 4.6 as follows:

4.6 SUBLESSEE covenants and agrees that it will keep the linkway between the Demised Premises and the SUBLESSOR'S premises ("Linkway"), as more particularly shown on Exhibit A-2 attached hereto and incorporated herein by reference, free of all obstructions, including but not limited to bicycles, trash and boxes.

G. The Sublease is hereby amended by adding a new Exhibit A-2 concerning the linkway between the Demised Premises and the SUBLESSOR'S Premises. The new Exhibit A-2 is attached to this First Sublease Amendment.

The Sublease, as hereby amended, shall continue in full force and effect.

IN WITNESS WHEREOF, the parties have executed this First Sublease Amendment in duplicate as a sealed instrument to be governed by the laws of the Commonwealth of Massachusetts as of the day and year first above mentioned.

SUBLESSOR: INSTITUTE OF CONTEMPORARY ART

By: _____

SUBLESSEE: THE PITTMAN-DUGGAN CORPORATION

By: _____

Consent of Lessor

The BOSTON REDEVELOPMENT AUTHORITY, Lessor pursuant to the Prime Lease referred to in Paragraph 3 of the Sublease, hereby consents to and agrees to be bound by the terms and conditions of this First Sublease Amendment.

BOSTON REDEVELOPMENT AUTHORITY

By: _____

Consent of Lessor

The BOSTON REDEVELOPMENT AUTHORITY, Lessor pursuant to the Prime Lease referred to in Paragraph 3 of the Sublease, hereby consents to and agrees to be bound by the terms and conditions of this First Sublease Amendment.

BOSTON REDEVELOPMENT AUTHORITY

By: _____

Theresa Hughes
Disport lover

Plants for Food -
Bread Corn
(The "Alleyway")

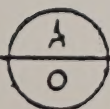
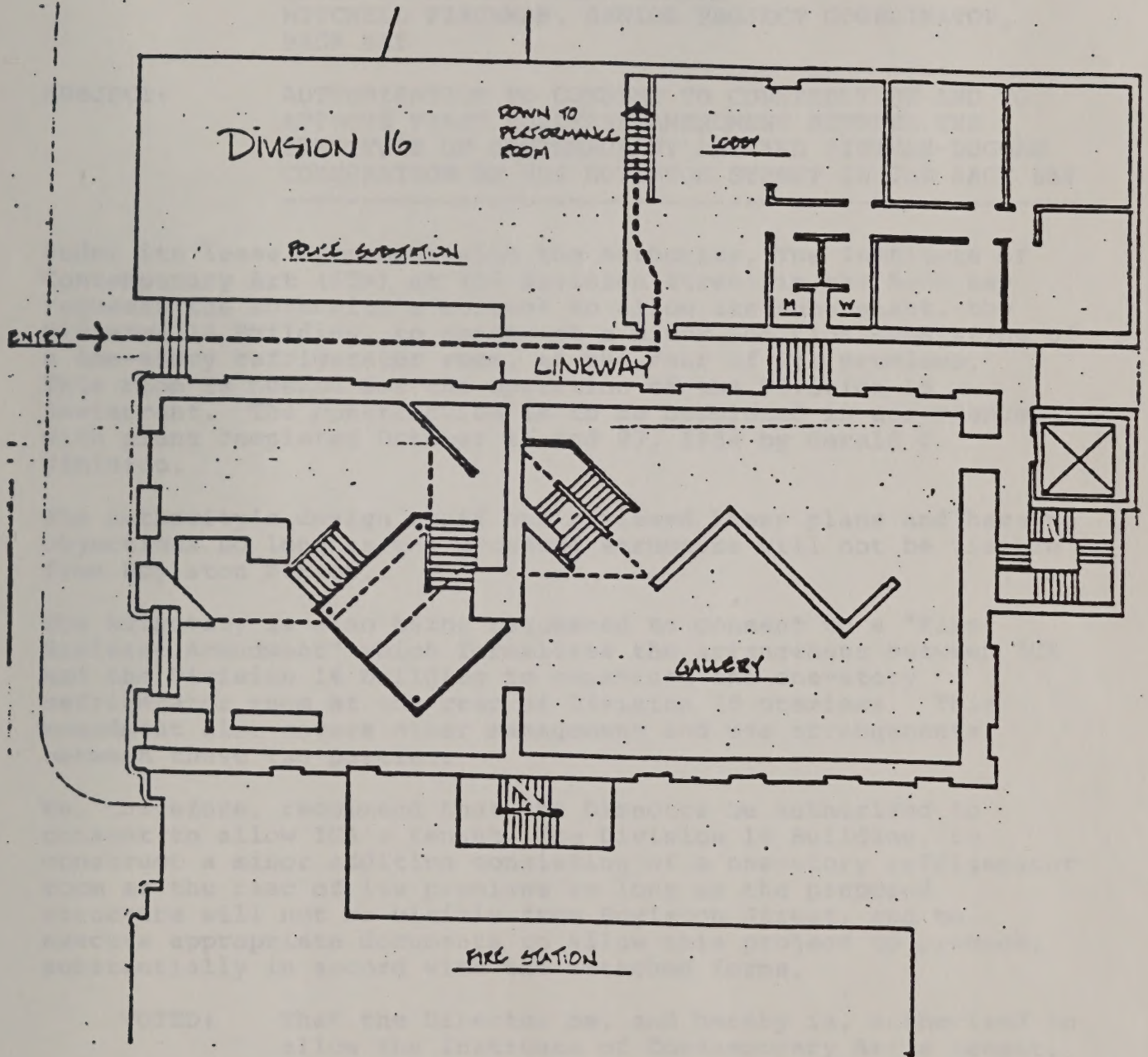
Deposit
10/10/10

Public Aug. 44

INSTITUTE OF
COMMERCE AND

INSTITUTE OF CONTEMPORARY ART

PLAN: FIRST FLOOR
SCALE: Approx. 1/16" Scale



PLAN: FIRST FLOOR

APPROX. 1/16" SCALE

M E M O R A N D U M

JULY 17, 1986

TO: BOSTON REDEVELOPMENT AUTHORITY AND
STEPHEN COYLE, DIRECTOR

FROM: SUSAN ALLEN, ASSISTANT DIRECTOR FOR
DEVELOPMENT AND URBAN DESIGN
MITCHELL FISCHMAN, SENIOR PROJECT COORDINATOR,
BACK BAY

SUBJECT: AUTHORIZATION TO CONSENT TO CONSTRUCTION AND TO
APPROVE FIRST SUBLEASE AMENDMENT BETWEEN THE
INSTITUTE OF CONTEMPORARY ART AND PITTMAN-DUGGAN
CORPORATION AT 955 BOYLSTON STREET IN THE BACK BAY

Under its lease agreement with the Authority, The Institute of Contemporary Art (ICA) at 955 Boylston Street in the Back Bay requests the Authority's consent to allow its sub-tenant, the Division 16 Building, to construct a minor addition consisting of a one-story refrigerator room, at the rear of its premises. This room is needed for the operation of the Division 16 Restaurant. The construction is to be completed in accordance with plans completed October 16 and 27, 1984 by Gerald J. Diminico.

The Authority's design staff has reviewed these plans and have no objections so long as the proposed structure will not be visible from Boylston Street.

The Authority is also being requested to consent to a "First Sublease Amendment" which formalizes the arrangement between ICA and the Division 16 building to construct the one-story refrigerator room at the rear of Division 16 premises. This amendment also covers other management and use arrangements between these two parties.

We, therefore, recommend that the Director be authorized to consent to allow ICA's tenant, The Division 16 Building, to construct a minor addition consisting of a one-story refrigerator room at the rear of its premises so long as the proposed structure will not be visible from Boylston Street, and to execute appropriate documents to allow this project to proceed, substantially in accord with the attached forms.

VOTED: That the Director be, and hereby is, authorized to allow the Institute of Contemporary Art's tenant, The Division 16 Building, to construct a minor addition, consisting of a one-story refrigerator room, at the rear of its premises so long as the proposed structure will not be visible from Boylston Street, and to execute appropriate documents to allow this project to proceed, substantially in accord with the attached forms.



955 Boylston Street

MASSACHUSETTS
M.T.A. STATION AVE.

RAMP ALLEY 444
FIRE STATION
ENGINE 33
LADDER 33
WALL

ST. STREET

DALTON STREET

ST. CECILIA

CAMBRIA STREET

SCOTIA STREET

ST. CECILIA
R.C. CHURCH

ST. STREET

BELVIDERE

PARKING

ST. GERMAIN

PARKING

STREET

CLEARWAY

CHRISTIAN SCIENCE PUBLISHING SOCIETY

STREET

U.S. POST
OFFICE
ASTOR STATION

STREET

ST. PAUL STREET
CHRISTIAN SCIENCE
ADMINISTRATIVE
BUILDING

FIRST CHURCH
OF CHRIST
SCIENTIST

FALMOUTH
CHRISTIAN SCIENTIST

NORWAY STREET

STREET

STREET

STREET

WEST NEWTON
AVENUE

CITY AUDITORIUM

BLOCK C

PRUDENTIAL
TOWER

WEST COURT

HOTEL TOWER

HOTEL

BLOCK A

SKATING
RINK

BLOCK D

EXHIBIT
AREA

EXIT COURT

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